

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.

|                                                                                                                   |                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| 1. Name and address of registrant<br>Ruder & Finn, Incorporated<br>110 East 59 Street<br>New York, New York 10022 | 2. Registration No.<br><br>1481                                                                   |
| 3. Name of foreign principal<br>Fujitsu Limited                                                                   | 4. Principal address of foreign principal<br>1015 Kamiko Damaka<br>Nakahara-ku<br>Kawasaki, Japan |

5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or  domestic organization: If either, check one of the following:
  - Partnership  Committee
  - Corporation  Voluntary group
  - Association  Other (specify) \_\_\_\_\_
- Individual - State his nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state: **Not Applicable**

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state: **Not Applicable**

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

- a) State the nature of the business or activity of this foreign principal  
Fujitsu Limited is a corporation, existing under the laws of Japan, and manufactures Electronic Data Processing equipment, telecommunications equip. and semi-conductors.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal . . . . Yes  No

Directed by a foreign government, foreign political party, or other foreign principal . . . . Yes  No

UNITED STATES DEPARTMENT OF JUSTICE  
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT  
Under the Foreign Agents Registration Act  
of 1938, as amended

RECEIVED  
SEP 11 1976  
FEDERAL BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE  
WASHINGTON, D.C. 20535

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

| Name of Registrant        | Name of Foreign Principal |
|---------------------------|---------------------------|
| Ruder & Finn Incorporated | Fujitsu Limited           |

Check Appropriate Boxes:

1.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2.  There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3.  The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

To provide public relations counselling on all aspects of communications to Fujitsu Limited; as well as some advertising, market research, speech writing, etc.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See copy of attached contract and answer to question #4

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1/</sup> Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

| Date of Exhibit B | Name and Title               | Signature                                                                            |
|-------------------|------------------------------|--------------------------------------------------------------------------------------|
| 10/3/78           | Abraham Peritz<br>Controller |  |

<sup>1/</sup> Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**FUJITSU**

**FUJITSU LIMITED**

6-1, Marunouchi 2-chome, Chiyoda-ku, Tokyo 100, Japan

Cable: "FUJITSULIMITED TOKYO" Telephone (Tokyo) 03-216-3211 Telex. (Tokyo) J22833

September 13 , 1978

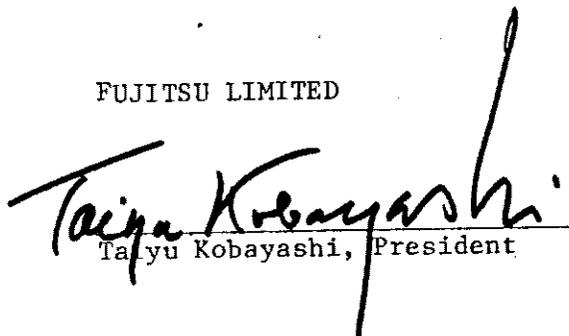
TO WHOM IT MAY CONCERN:

POWER OF ATTORNEY

We, FUJITSU LIMITED, a company organized and existing under the laws of Japan of 1015, Kamikodanaka, Nakahara-ku, Kawasaki-shi, Kanagawa-ken, Japan, do hereby designate and appoint Mr. Michio Fujita as our true and lawful attorney to sign the CONTRACT concerning the public relations counsel between FUJITSU LIMITED and RUDER & FINN INCORPORATED for, on behalf of and in the name of us.

This Power of Attorney shall remain effective until the completion of aforementioned purpose unless the undersigned shall have notified the above attorney of the intention to cancel this Power of Attorney.

FUJITSU LIMITED

  
Taiyu Kobayashi, President

RUDER & FINN

AGREEMENT

between

FUJITSU LIMITED

and

RUDER & FINN INCORPORATED

## AGREEMENT

This Agreement is made and entered into this 21 day of September, 1978, by and between RUDER & FINN INCORPORATED, a corporation organized and existing under the laws of the United States, having its principal office at 110 East 59th Street, New York, N.Y. 10022 (hereinafter referred to as "Ruder & Finn"), and FUJITSU LIMITED, a corporation organized and existing under the laws of Japan, having its principal office at 1015 Kamikodamaka, Nakahara-ku, Kawasaki, Japan (hereinafter referred to as "Fujitsu").

The parties agree to the following:

1. Fujitsu confirms that it is retaining Ruder & Finn as Public Relations Counsel effective September 21, 1978 for a period of twelve months.
2. Ruder & Finn shall allocate staff time to public relations activities on behalf of Fujitsu. This time shall be spent on such activities as counseling, including general counsel on all aspects of communications, including advertising, creating, planning and working on specific public relations projects, writing and distributing releases and representing Fujitsu to various segments of the public. Day-to-day liaison will be between Fujitsu New York and Ruder & Finn New York.
3. Ruder & Finn shall provide Japanese language capability as needed.

4. The first assignment of Ruder & Finn on behalf of Fujitsu shall be to conduct research, which shall probably occupy the first two to three months together. The research shall consist of a survey by mail which will be sent to EDP and communications department heads of Fortune 1000 companies. Ruder & Finn shall analyze returns and report results to Fujitsu. Fujitsu shall also work with Ruder & Finn on the questionnaires to be used and the list of respondents to be surveyed.

In addition, Ruder & Finn and Fujitsu will talk at length to select EDP and communications trade editors, business and financial editors, and data processing consultants, also to be approved by Fujitsu.

5. Interviews shall be held between members of the press and Fujitsu management personnel. It shall be our objective to arrange one such interview for two to three months, to be handled in any city where Ruder & Finn has an office, including New York, San Francisco, Los Angeles, Washington, D.C., Chicago, Houston and Dallas, as well as Honolulu and Tokyo. Ruder & Finn shall do Fujitsu briefing from New York.
6. Ruder & Finn shall write and place articles by-lined by Fujitsu management. During the first year of our work together, Ruder & Finn would expect to have at least one such article either in print or in some process of publication.

7. Ruder & Finn shall produce as many as three or four installation stories during the course of the year, which would be built around unusual types of Fujitsu projects anywhere in the world. Resultant stories should appear in magazines that are appropriate for that type of installation. Ruder & Finn shall prepare the stories based on information and illustrations supplied by Fujitsu.
8. News releases shall be made whenever there is sufficient news value in a story. Ruder & Finn shall re-write and revise stories when necessary, based on information provided from Japan. In addition, Ruder & Finn will prepare a master press list for U.S. press release distribution.
9. Ruder & Finn will seek to develop at least one important speech during the year for a member of Fujitsu management. It should be Ruder & Finn's responsibility to recommend the proper forum, arrange with the forum for Fujitsu participation, prepare the speech based on Fujitsu needs and input, counsel the executive on delivery of the speech, and handle the publicity and public relations aspects.
10. Ruder & Finn shall advise Fujitsu on the distribution of printed materials about the Fujitsu organization. Ruder & Finn will review the question of distribution of existing brochures, as well as the possibility that new brochures may be needed for distribution. It is

possible also that there may be a need for a Fujitsu newsletter that would go to appropriate audiences on a regular basis. Ruder & Finn will advise on that also.

11. This entire program can only be effective if Fujitsu provides close cooperation with Ruder & Finn in terms of providing information and input on a continuing basis.
12. The account team will be headed up by Amos Landman, Senior Vice President of Ruder & Finn. His management supervisors will be Norman Weissman, President of Ruder & Finn, and David Finn, Chairman of the Board. Assisting Mr. Landman will be various members of the Ruder & Finn organization who specialize in the specific talents that may be required.
13. Ruder & Finn shall send the appropriate executive to Japan for a background briefing and basic education on the account. This visit would take place toward the end of the survey being made and just prior to the presentation to Fujitsu by Ruder & Finn of its recommendations on overall public relations.
14. A rough cost breakdown of the budget follows:

| a) <u>Fixed Amount</u>                                                                                                                                                                            | <u>Annually</u>  | <u>Per Month</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------|
| For Ruder & Finn account team,<br>which develops and executes<br>program, including interviews,<br>case histories, speeches and news<br>releases. (Includes Japanese<br>language specialist)..... | \$60,000.00      | \$5,000.00       |
| For Research .....                                                                                                                                                                                | <u>12,000.00</u> | <u>1,000.00</u>  |
|                                                                                                                                                                                                   | \$72,000.00      | \$6,000.00       |

b) Estimated Expenses

For special writing services re:

|                                                   |                 |
|---------------------------------------------------|-----------------|
| speeches, articles, brochures, etc. ...           | \$10,000.00     |
| For photography .....                             | 1,500.00        |
| For mailings, printing .....                      | 7,000.00        |
| For communications (travel, phone,<br>telex)..... | 3,750.00        |
| For clipping service .....                        | 1,000.00        |
| For lunches with editors.....                     | 2,000.00        |
| For visit to Japan .....                          | <u>2,750.00</u> |

TOTAL \$100,000.00

c) The amount of section 14 a) shall be billed in advance and invoices are mailed on the first of every month or as of the date stipulated in Section 1. These amounts, which add up to \$72,000 annually shall be billed monthly in twelve equal installments of \$6,000. Payment of such amount is due within ten days from the date of invoice. Invoice charges that remain unpaid after sixty days are subject to a 1% monthly service charge.

15. The amount estimated in Section 14 b) shall be billed monthly as they are incurred. Disbursements falling into Group A set forth below shall be billed to Fujitsu at cost since they do not burden Ruder & Finn with additional overhead charges. Disbursements falling into Group B below shall be billed to Fujitsu at a markup of 17.65% (to produce a 15% commission rate) in order to recover for overhead expenses of service departments, the time charges of which are not billed to Fujitsu:

Group A

Telephone and Telegrams  
Clipping Service  
Travel  
Model Fees  
Press Conferences  
Miscellaneous  
Transcripts

Group B

Art Work  
Printing  
Photography  
Mailings  
Mat Services  
Mass Script Service  
TV Films  
Special Sales Meeting  
Presentations  
Surveys and Research

16. The aggregate of amount of Section 14 a) and 14 b) is not to exceed \$100,000 except with the written approval of Fujitsu.
  
17. Fujitsu agrees to deposit with Ruder & Finn the sum of \$3,000 to be used as a revolving credit against which such out-of-pocket disbursements, when approved by Fujitsu, may be paid. Fujitsu agrees to reimburse this fund each month in the amount of such approved out-of-pocket charges. Ruder & Finn agrees to refund promptly to Fujitsu any unspent balance remaining therein at the completion of this Agreement or extension thereof.
  
18. Fujitsu agrees to indemnify and hold harmless Ruder & Finn against any claims which may be asserted against it, and against legal fees and disbursements in connection therewith, arising out of the publication, distribution and dissemination of information by Ruder & Finn provided to Ruder & Finn by Fujitsu.
  
19. Unless written notice is given by either party to the other at least thirty days prior to the end of the first twelve-month period, or of any subsequent twelve-month period, this Agreement shall be automatically renewed for successive twelve-month periods. Fujitsu shall reserve the right to cancel this Agreement with one month advance notice should Ruder & Finn turn over to a third party the rights and obligations provided for in this Agreement without the prior consent and

approval of Fujitsu. Fujitsu shall also reserve the right to cancel this Agreement at any time upon one month's notice should Ruder & Finn fail to meet any of the obligations as stipulated in this Agreement.

20. During the term of this Agreement and thereafter, Ruder & Finn shall keep in confidence Fujitsu's business secrets which Ruder & Finn may acquire from Fujitsu in connection with or during the course of performance hereof.

21. Notices, requests, demands, invoices and other communication under this Agreement between the parties hereto shall be deemed validly given if transmitted in writing addressed respectively as follows:

To Ruder & Finn:

RUDER & FINN INCORPORATED

110 East 59th Street

New York, N. Y. 10022

To Fujitsu:

FUJITSU LIMITED

680 Fifth Avenue

New York, N. Y. 10019, U.S.A.

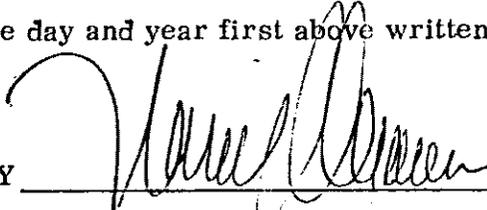
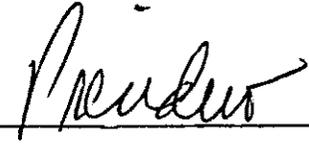
22. All disputes, controversies, or differences which may arise between the parties out of, or in relation to, or in connection with this Agreement, or for any breach hereof, shall be settled amicably and promptly by mutual consent of parties. If such disputes, controversies or differences cannot be settled between the parties, they shall be finally

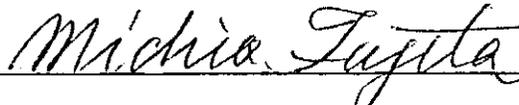
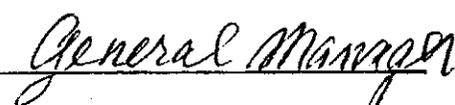
settled by arbitration in the country of the responding party in accordance with the Japan-America Trade Arbitration Agreement of September 16, 1952, by which each party hereto is bound.

23. This Agreement shall be governed by and construed in accordance with the laws of Japan.

24. This Agreement shall be amended only by the written agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY    
RUDER & FINN (Title)

BY    
FUJITSU LIMITED (Title)